

**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084-FM**

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
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**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084-FM**

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (Union), Local 2084-FM (Local).

**ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE**

**1.1 Purpose:** The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who are covered by this Agreement.

**1.2 Labor-Management Committee:**

**A.** The parties agree to establish a Joint Labor-Management Committee (JLMC) which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use principles of interest-based bargaining to interpret, apply, and resolve issues affecting Labor and/or Management.

**B.** The role of the JLMC is to oversee the tasks and/or committees called for in this Agreement, and those that it establishes, and to provide the necessary coordination on matters involving the following principles:

- To deal jointly with issues
- To maintain and improve labor-management relations and communications
- Establish commitment, mutual trust, and mutual respect
- To help identify and solve problems
- As a forum to exchange information
- To promote the highest degree of efficiency and responsibility in performance of the work and the accomplishment of the public purpose of the Facilities Management Division in the Department of Executive Services
- Perform other duties as contained in this Agreement

1                   C. The JLMC will meet at least quarterly unless the parties mutually agree to change  
2 the schedule provided that no more than one hundred-twenty (120) days shall elapse between  
3 meetings. The parties will develop ground rules and other processes and procedures necessary for  
4 conducting LMC meetings.

5                   D. The JLMC does not waive or diminish management rights or union rights. The  
6 parties recognize that the JLMC may not be able to resolve every issue.

7               **1.3 Definitions:** All words under this Agreement shall have their ordinary and usual meaning  
8 except those words that have been defined under K.C.C.3.12, as amended.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2       **2.1 Recognition:** The County recognizes the Union as the exclusive bargaining representative  
3 for all employees, other than confidential and supervisory employees, whose job classifications are  
4 listed in Addendum A and who work at YSC.

5       **2.2 Union Membership:** It shall be a condition of employment that all employees covered by  
6 this Agreement who are members of the Union in good standing on the effective date of this  
7 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition of  
8 employment that all employees covered by this Agreement and hired or assigned into the bargaining  
9 unit after its effective date shall, on the thirtieth (30) day following the beginning of such employment,  
10 become and remain members in good standing in the Union or pay an agency fee.

11       **2.3 Exemption:** Nothing contained in Section 2.2 shall require an employee to join the Union  
12 who objects to membership in the Union on the grounds of a bona fide religious objection, in which  
13 case the employee shall pay an amount of money equivalent to the regular union dues and initiation fee  
14 to a non-religious charity or to another charitable organization mutually agreed upon by the employee  
15 affected and the bargaining representative to which the employee would otherwise pay the dues and  
16 initiation fee. The employee shall furnish written proof that such payments have been made.

17       **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an  
18 employee, the County shall have deducted from the pay of such employee the amount of dues as  
19 certified by the secretary of the Union and shall transmit the same to its treasurer.

20       **2.5 Indemnification:** The Union will indemnify, defend and hold the County harmless against  
21 any claims made and against any suit instituted against the County on account of any check-off of dues  
22 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account  
23 of the check-off provisions upon presentation of proper evidence thereof.

**ARTICLE 3: RIGHTS OF MANAGEMENT**

It is recognized that the County retains the right, except as otherwise provided in this Agreement, to manage the business of the County and to direct its workforce. Such functions of the County include, but are not limited to:

- A. Recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the times and methods of such actions;
- B. Develop and modify class specifications as well as assignment for the salary range for each classification and allocate positions to those classifications;
- C. Determine the methods, materials and tools to accomplish the work;
- D. Designate work locations and assign employees to those locations;
- E. Reduce the workforce due to lack of work, funding or other cause consistent with efficient management;
- F. Discipline, suspend, demote or dismiss regular employees for just cause;
- G. Establish reasonable work rules;
- H. Assign and direct the work, assign the hours of work and assign employees to shifts of its designation.

All of the functions, rights, powers and authority of the County not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the County.

1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2       **4.1 Waiver:** The parties acknowledge that during the negotiations resulting in this Agreement  
3 each had the unlimited right and opportunity to make demands and proposals with respect to any and  
4 all subjects or matters not removed by law from the area of collective bargaining and the  
5 understandings and agreements arrived at by the parties after exercise of that right and opportunity are  
6 set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive the  
7 right and each agrees that the other shall not be obligated to bargain collectively with respect to any  
8 subject or matter not specifically referred to or covered in this Agreement, even though such subject  
9 or matter may not have been within the knowledge or contemplation of either or both of the parties at  
10 the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically  
11 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire  
12 agreement between the parties and concludes collective bargaining for its terms, subject only to a  
13 desire by both parties to mutually agree to amend or supplement at any time, except for negotiations  
14 over a successor collective bargaining agreement.

15       **4.2 Modification:** Should the parties agree to amend or supplement the terms of this  
16 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
17 parties.  
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**ARTICLE 5: EMPLOYEE RIGHTS**

**5.1 Just Cause Standard:** No regular employee shall be disciplined except for just cause.

**5.2 Disciplinary Action:**

A. Disciplinary action may include written reprimand, demotion, reduction in pay, suspension or discharge. An employee who is disciplined will be given a copy of the discipline when issued. A copy of the discipline will also be given to the Local President. Warnings and counseling whether given orally or in writing are not discipline.

B. When the County takes disciplinary action the employee shall be given notice of such action and, upon written request, reports or documentation will be made available to the employee.

C. An employee attending a disciplinary investigation meeting may have Union representation present, if requested.

**5.3 Personnel Files:**

A. The employee and/or a Union representative may examine the employee's personnel files if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be brought to his or her attention prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, the County retains the material in the file, the employee shall have the right to insert contrary documentation into the file, or request the removal of a document that is in the file.

B. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. The Director of FM/designee will determine staff authorized for access to personnel files maintained in FM. All persons with the exception of FM and HRD personnel, and Prosecuting Attorney staff shall record access to employee files.

**5.4 Class Specifications:** When the phrase, such as "performs related work as required," is incorporated into the text of an official class specification as a representative example of work, the assignment of such work on a regular and ongoing basis shall be within the essential duties and responsibilities of the classification. Except as agreed to by the Union and the County, employees shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

1           **5.5 Right to Representation:** Employees shall have the right to representation as defined by  
2 law and the terms of this Agreement.

3           **5.6 Mileage:** All employees who have been authorized to use their own transportation on  
4 County business shall be reimbursed at the IRS rate.

5           **5.7 Personal Property:** Employees whose personal property is damaged during the  
6 performance of their duties shall have same repaired or replaced at County expense; provided, that  
7 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork  
8 necessary to process claims covered under this Section will be initiated by the County with due speed  
9 upon receipt of the claim from the employee.

10          **5.8 Subcontracting:** The County will not contract or subcontract work when such action will  
11 cause layoff of regular employees unless it is required by state or federal law.

12          **5.9 Safety Standards:** No employee shall be directed to work in a manner or condition that  
13 does not comply with the minimum accepted safety practices or standards, or in a condition, location  
14 or assignment which would constitute a hazard to the employee's health or well-being.

15          **5.10 Seniority Calculation:** For the purposes of this Agreement, seniority shall be defined as  
16 the length of continuous regular service which includes seniority accrued with the former DYS  
17 without a break in that service.

18           **5.10.1** The calculation of seniority will be accomplished by automatically crediting each  
19 employee at the beginning of the calendar year with the number of regular hours s/he would be  
20 scheduled to work during the remainder of the calendar year based on his/her employment status as a  
21 full-time employee. Any leave-without-pay hours will then be subtracted from the total employment  
22 and classification time as it is taken throughout the calendar year.

23           **5.10.2** Part-time regular employees will accrue seniority based on the number of regular hours  
24 compensated during the calendar year, not to exceed a full-time accrual rate.

25           **5.10.3** No employee shall lose seniority due to an absence caused by an on-the-job injury and  
26 otherwise as provided by law (i.e. military leave, FML).



**ARTICLE 6: HOLIDAYS**

**6.1 Celebrated Holidays:**

A. All regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

<i><b>Holiday</b></i>	<i><b>Date Celebrated</b></i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

and any day as declared by the president or governor and as approved by the Council.

B. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

**6.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the first of October and one (1) day shall be accrued on the first of November of each year. These days may be used in the same manner as any vacation day earned.

**6.3 Part-time Scheduled Employees:** Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule receive paid holidays prorated based on their work schedule consistent with Sections 6.1 and 6.2.

**6.4 Holiday Compensation:**

1           A. Full-time employees who are eligible for holiday pay shall receive time and one-half  
2 (1-1/2) their regular rate of pay for all hours worked on a holiday listed in Section 6.1.A. above. This  
3 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)  
4 straight time hours of holiday pay. Employees who do not work the holiday shall either receive an  
5 additional day's pay at their regular, straight-time hourly rate or shall at their option receive a  
6 substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not  
7 taken off within one (1) year of the holiday shall be compensated for in cash.

8           B. Part-time employees who are eligible for holiday pay and are assigned to work on a  
9 holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours worked.  
10 In addition to the holiday compensation for actual hours worked, the employees shall receive holiday  
11 pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated  
12 based on the employees regularly scheduled working hours. Employees will not be compensated for  
13 holidays falling on days which they are not regularly scheduled to work.

14           **6.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with  
15 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating through  
16 the list of employees by classification and seniority. If there are insufficient volunteers, employees will  
17 be selected by the County using a rotation process. Employees may exchange assigned holidays so  
18 long as the County incurs no additional costs. Employees proposing the exchange must notify their  
19 supervisor in writing not less than fourteen (14) days in advance of the holiday. Any exchange of  
20 holiday assignments will obligate both employees to work those days which they have exchanged.

**ARTICLE 7: VACATIONS**

**7.1 Vacation Leave Accrual Schedule:**

A. Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described in the following table:

Full Years of Service		Equivalent/ Pro-Rated days (7.2 hours/day)
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year and beyond	26	30

B. Regular employees hired on or before July 10, 1996 shall accrue vacation leave benefits as described in the following table:

<b>County Vacation Accrual Schedules</b>				
<b>Employees hired on or before July 10, 1996 in the Department of Youth Services</b>				
<b>Beginning Years of Active Service</b>	<b>Annual Leave in Days Per Year (7.2 Hour/Days)</b>	<b>Annual Leave in Hours</b>	<b>Accrual Rate Per Pay Day 78 Hrs. Semi-monthly Schedule</b>	<b>Hourly Accrual Rate (78 hrs. Semi-monthly Schedule)</b>
Upon hire through 12 mos.	12	86.40	3.60	<b>0.0462</b>
Beginning of year 2	12	86.40	3.60	<b>0.0462</b>
Beginning of year 3	12	86.40	3.60	<b>0.0462</b>
Beginning of year 4	15	120.00	5.00	<b>0.0642</b>
Beginning of year 5	15	120.00	5.00	<b>0.0642</b>
Beginning of year 6	15	120.00	5.00	<b>0.0642</b>
Beginning of year 7	15	120.00	5.00	<b>0.0642</b>
Beginning of year 8	15	120.00	5.00	<b>0.0642</b>
Beginning of year 9	15	120.00	5.00	<b>0.0642</b>
Beginning of year 10	15	120.00	5.00	<b>0.0642</b>
Beginning of year 11	20	144.00	6.00	<b>0.0770</b>
Beginning of year 12	20	144.00	6.00	<b>0.0770</b>
Beginning of year 13	20	160.08	6.67	<b>0.0856</b>
Beginning of year 14	20	160.08	6.67	<b>0.0856</b>
Beginning of year 15	20	160.08	6.67	<b>0.0856</b>
Beginning of year 16	20	160.08	6.67	<b>0.0856</b>
Beginning of year 17	20	160.08	6.67	<b>0.0856</b>
Beginning of year 18	20	160.08	6.67	<b>0.0856</b>
Beginning of year 19	23	165.60	6.90	<b>0.0885</b>
Beginning of year 20	24	172.80	7.20	<b>0.0924</b>
Beginning of year 21	25	180.00	7.50	<b>0.0962</b>
Beginning of year 22	26	187.20	7.80	<b>0.1001</b>
Beginning of year 23	27	194.40	8.10	<b>0.1039</b>
Beginning of year 24	28	201.60	8.40	<b>0.1078</b>
Beginning of year 25	29	208.80	8.70	<b>0.1116</b>
Beginning of year 26	30	216.00	9.00	<b>0.1154</b>
<b>Maximum Vacation Balance allowable is 60 days</b>				

1           **7.2. Part-time Employees:** Regular, probationary, provisional and term-limited temporary  
2 employees who work a part-time schedule shall accrue vacation leave in accordance with the leave  
3 schedule set forth in Section 7.1; provided, however, such accrual rates shall be prorated to reflect  
4 his/her normally scheduled workweek.

5           **7.3. Vacation Accrual:** Employees eligible for vacation leave shall accrue vacation leave  
6 from their date of hire. Employees may accrue vacation leave each pay-period which may not be used  
7 until earned.

8           **7.4. Vacation Eligibility:** Employees eligible for vacation leave shall not be eligible to take or  
9 be paid for vacation leave until they have successfully completed their first six (6) months of County  
10 service in a paid leave eligible position, and if they leave County employment prior to successfully  
11 completing their first six (6) months of County service, shall forfeit and not be paid for accrued  
12 vacation leave.

13           **7.5. Vacation Payout:** Employees eligible for vacation leave shall be paid for accrued  
14 vacation leave to their date of separation up to the maximum accrual amount if they have successfully  
15 completed their first six (6) months of County service in a paid leave eligible position. Payment shall  
16 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of  
17 leaving County employment less mandatory withholdings.

18           **7.6 Vacation Requests:**

19           **A.** One vacation preference request will be granted for a single period of consecutive  
20 work days off for vacation for a period beginning April 1 and ending the following March 31. Such  
21 request must be received by the County no later than March 1. The vacation preference request shall  
22 be made on a FM form. The vacation preference request shall be granted on the basis of seniority  
23 within each classification provided that essential facility operations are properly staffed at all times.  
24 Employees will be notified by April 1 in regard to approval or disapproval of their requests.

25           **B.** Vacation requests received after March 1 shall be considered and approved on the  
26 basis of date of request. Employees shall be advised within thirty (30) days of the date of the request  
27 as to approval or disapproval of the request.

28           **7.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to sixty (60)

1 days vacation prorated to reflect their normally scheduled work-day. Employees eligible for vacation  
2 leave shall use vacation leave beyond the maximum accrual amount prior to December 31 of each  
3 year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the  
4 vacation leave beyond the maximum amount unless the manager/designee has approved a carryover of  
5 such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the  
6 best interests of the County.

7 **7.8 Payout on Separation due to Death:** In cases of separation from County employment by  
8 death of an employee with accrued vacation leave and who has successfully completed his/her first six  
9 (6) months of County service in a paid leave eligible position, payment of unused vacation leave up to  
10 the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as  
11 provided for by state law, RCW Title 11.

12 **7.9 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from  
13 County employment or is laid off and subsequently returns to County employment within two (2)  
14 years from such resignation or layoff, as applicable, the employee's prior County service shall be  
15 counted in determining the vacation leave accrual rate under Section 7.1.

16 **7.10 Partial Payments:** Vacation leave may be used in quarter (1/4) hour increments.

17 **7.11 Limited use on Probation:** Employees who are in a probationary period as a result of  
18 promotion shall be entitled to use vacation time accrued in their prior position while they are in a  
19 probationary status in their new position subject to the approval of the manager/designee.

**ARTICLE 8: SICK LEAVE**

**8.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

**8.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a paid leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

**8.3 Partial Day Increments:** Sick leave may be used in one quarter (1/4) hour increments.

**8.4 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by paid leave eligible employee.

**8.5 Restoration following Separation:** Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

**8.6 Pay upon Separation:** A paid leave eligible employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

**8.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not

1 augment time loss payments with the use of his/her accrued sick leave.

2       **8.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee will  
3 choose at the start of the leave whether the particular leave would be paid or unpaid (see Section  
4 8.11); but, when an employee chooses to take paid leave for family reasons s/he may set aside a  
5 reserve of up to eighty (80) hours of accrued sick leave.

6       **8.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her sick  
7 leave may use accrued vacation leave before going on leave of absence without pay, if approved by  
8 his/her manager/designee.

9       **8.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

10           A. The employee's bona fide illness; provided, that an employee who suffers an  
11 occupational illness may not simultaneously collect sick leave and worker's compensation payments in  
12 a total amount greater than the net regular pay of the employee;

13           B. The employee's incapacitating injury, provided that:

14               1. An employee injured on the job may not simultaneously collect sick leave  
15 and worker's compensation payments in a total amount greater than the net regular pay of the  
16 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
17 pay through the use of sick leave will be deemed on unpaid leave status;

18               2. An employee will augment workers compensation payments with the use of  
19 accrued sick leave unless s/he notifies the workers compensation office in writing at the beginning of  
20 the leave otherwise;

21               3. An employee may not collect sick leave and worker's compensation time  
22 loss payments for physical incapacity due to any injury or occupational illness that is directly traceable  
23 to employment other than with the County.

24           C. Exposure to contagious diseases and resulting quarantine.

25           D. A female employee's temporary disability caused by or contributed to by pregnancy  
26 and childbirth.

27           E. The employee's medical, ocular or dental appointments, provided that the  
28 employee's manager/designee has approved the scheduling of sick leave for such appointments.



1 F. To care for the employee's eligible child if the child has an illness or health  
2 condition which requires treatment or supervision from the employee;

3 G. To care for other family members, if:

4 1. The employee has been employed by the County for twelve (12) months or  
5 more and has worked a minimum of nine hundred thirty-six (936) hours in the preceding twelve (12)  
6 months,

7 2. The family member is the employee's spouse or domestic partner, the  
8 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
9 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
10 employee, the employee's spouse or domestic partner; and,

11 3. The reason for the leave is one of the following:

12 a. The birth of a son or daughter and care of the newborn child, or  
13 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
14 within twelve (12) months of the birth, adoption or placement;

15 b. The care of the employee's child or child of the employee's spouse  
16 or domestic partner whose illness or health condition requires treatment or supervision by the  
17 employee; or

18 c. Care of a family member who suffers from a serious health condition.

19 **8.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid  
20 leave for his or her own serious health condition, and for family reasons as provided in Sections 8.10.F  
21 and 8.10.G combined, within a twelve (12) month period. The leave may be continuous, which is  
22 consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.

23 Intermittent leave is subject to the following conditions:

24 **A. Birth or Adoption:** When a leave is taken after the birth or placement of a child  
25 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
26 only if authorized by the employee's manager/designee.

27 **B. Reduced Schedules:** An employee make take leave intermittently or on a reduced  
28 schedule when medically necessary due to a serious health condition of the employee or family

1 member of the employee; and

2                   **C. Temporary Transfer:** If an employee requests intermittent leave or leave on a  
3 reduced leave schedule, under Section 8.11.B. above, that is foreseeable based on planned medical  
4 treatment, the manager/designee may require the employee to transfer temporarily to an available  
5 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
6 that better accommodates recurring periods of leave than the regular position of the employee.

7           **8.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)  
8 workweek family medical leave entitlement.

9           **8.11.2 Insurance Premiums:** The County will continue its contribution toward health care  
10 during any unpaid leave taken under Section 8.11.

11           **8.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family or  
12 medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

13                   A. The same position s/he held when the leave commenced; or

14                   B. A position with equivalent status, benefits, pay and other terms and conditions of  
15 employment; and

16                   C. The same seniority accrued before the date on which the leave commenced.

17           **8.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the  
18 leave of absence may be cause for removal and result in termination of the employee from County  
19 service.

20           **8.12 Provider Certification:** The manager/designee and employee is responsible for the  
21 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
22 be reasonably required to substantiate the health condition of the employee or family member for leave  
23 requests.

24           **8.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or  
25 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
26 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self  
27 care because of mental or physical disability.

**8.14 Family Leave** - Employees may use available paid leave, including accrued vacation and sick leave, to care for a family member in accordance with RCW 49.12.270.

**ARTICLE 9: GENERAL LEAVES**

**9.1 Donation of Leaves:** Donation of vacation leave hours and donation of sick leave hours.

**A. Vacation leave hours:**

**1. Approval Required:** An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

**2. Limitations:** The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

**3. Return of Unused Donations:** Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

**B. Sick leave hours:**

**1. Written Notice Required:** An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

**2. Minimum Leave Balance Required (Donor):** No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

**3. Return of Unused Donations:** Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from

the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

**C. No Solicitation:** All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

**D. Conversion Rate** - All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reconversion. An employee eligible for paid leave benefits may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter 3.12.223 of the King County Code (K.C.C.).

**9.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave, which shall not be charged to sick or vacation leaves.

**9.3. Bereavement Leave:**

**A.** Employees eligible for paid leave benefits shall be entitled to three (3) working days of bereavement leave a year, due to death of members of their immediate family.

**B.** Employees eligible to accrue paid leave benefits who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family.

**C.** In cases of family care where no sick leave benefit exists, the employee may use vacation leave, compensatory time or may be granted leave without pay.

**D.** In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against the employee's sick leave account nor bereavement leave credit.

1                   E. For the purposes of this Section, a member of the immediate family is as follows:  
2 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of  
3 the employee, employee's spouse or employee's domestic partner.

4           **9.4 Leave – Examinations:** Employees eligible for paid leave benefits shall be entitled to  
5 necessary time off with pay for the purpose of participating in County qualifying or promotional  
6 examinations. This shall include time required to complete any required interviews.

7           **9.5 Jury Duty:**

8                   A. Employees eligible for paid leave benefits who are ordered on a jury shall be  
9 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
10 mileage, with the Department of Finance. Employees shall report back to their supervisor on their  
11 next scheduled workday when dismissed from jury service.

12           **9.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use of  
13 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the  
14 school attended by the employee's child.

**ARTICLE 10: HOURS OF WORK AND OVERTIME**

**10.1. Standard Schedule:** The standard bi-weekly work period shall consist of seventy-two (72) hours. The normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days one week and three (3) consecutive days the next week.

**10.2. Alternative Schedule:** The parties agree that alternate work schedules may be utilized that are mutually agreed upon in writing by the employee and the manager/designee.

**10.3 Overtime Payment:**

**A.** Except as otherwise provided in this Article, employees shall be paid at an overtime rate of time and one-half (1.5X) their regular rate of pay for all hours worked in excess of forty (40) compensable hours per week.

**B.** Overtime work shall require prior approval of the employee's supervisor.

**10.4. Compensatory Time:** An employee may request, and with approval of the manager/designee, may receive time off in lieu of overtime pay. Such time to be on a time and one half (1.5X) basis as provided under Section 10.3.

**10.5 Call-Out:** A minimum of four (4) hours at the overtime rate shall be paid for each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at the overtime rates. A call-out shall be defined as that circumstance when an employee, having completed the assigned shift and departed the premises, is requested by the County to return to work. The time actually spent at the workplace shall be compensated for in accordance with this Article. The provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

**10.6 Overtime Assignment:** Overtime will be assigned in accordance with Addendum B. The JLMC is authorized to modify Addendum B as necessary.

**ARTICLE 11: WORK-OUT-OF-CLASSIFICATION**

**11.1** All work out of the employee's regular classification shall be assigned in writing by the manager/designee prior to the work being performed.

**11.2** An employee may be assigned to work temporarily in another classification. Such temporary assignments may include but are not limited to backfilling vacancies for employees on long-term absences or for positions vacant during the pendency of a recruitment process.

**11.3** The duration of such assignments shall not exceed six (6) consecutive calendar months; provided that assignments involving backfilling for employees on long-term absences and medical leaves will continue for the duration of the absent employee's leave. Additionally, the County and the Union may mutually agree to extensions of the time limit for other out-of-class assignments.

**11.4 Recruitment:**

**11.4.1** The County will circulate among all employees a description of the nature of the assignment, the duration of the assignment, the applicable hourly wage rate, work schedule, and desirable qualifications. Interested employees will be invited to apply to the appointing authority.

**11.4.2** The nature of the application, and the selection process will be determined by the County.

**11.4.3** The manager/designee will make the final decision.

**11.5. Compensation:** Employees who work an out of classification shall be compensated as follows.

**11.5.1** Employees who work an out of classification assignment outside of their normal classification where the pay range is greater than their current classification will receive a five percent (5%) increase or Step 1 of the new classification, whichever is greater, not to exceed the top step.

**11.5.2** Employees who work an out of classification assignment outside of their normal classification where the pay range is less than their current classification will receive their normal rate of pay for the duration of the assignment.

**11.6 Seniority:** Employees who work out of classification shall continue to accrue seniority within their regular classification.



**ARTICLE 12: REDUCTION IN FORCE**

**12.1 Layoff:** Regular employees selected for layoff as a result of efficiencies, lack of funds and/or a lack of work shall be laid off according to seniority in their classification.

**12.2 Seniority Tie-Breaker:** In the event there are two or more regular employees with the same classification seniority, the layoff shall be based upon total employment seniority accrued with FM including seniority accrued with the former DYS. If the employment seniority is tied, then the County will decide.

**12.3** An employee subject to layoff may bump the least senior person in a lower classification within the YSC unit in which s/he has held regular status if qualified to perform the available work.

**12.4 Re-call Rights:** Regular employees laid off shall have recall rights to any vacant position within their classification for up to two (2) years from the date of layoff. In such cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns to regular employment within the bargaining unit.

**12.5 Cash Out Upon Layoff:** Regular employees shall be paid in cash upon layoff from County employment for any vacation accrued or may elect to retain their accrued vacation for one (1) year to be restored to the employee when recalled to work. If the employee is not recalled within one (1) year, a cash payment shall be made for the accrued amount.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2       **13.1 Statement of Purpose:** The Union and County recognize the importance and desirability  
3 of settling grievances promptly and fairly in the interest of continued good employee relations and  
4 morale. To accomplish this, every effort will be made to settle grievances at the lowest level of  
5 supervision. Employees will be unimpeded and free from restraint, interference, coercion,  
6 discrimination or reprisal in seeking adjudication of their grievances.

7       **13.2 Definitions and Conditions:**

8               **A. Grievance:** A grievance is an allegation made by an employee that the County has  
9 not correctly applied the written provisions of this Agreement. Only an aggrieved employee may file a  
10 grievance at Step 1; except, the Union representative/designee may file a grievance on behalf of an  
11 employee in the event that a provision of Article 12 is allegedly violated. An employee must file a  
12 grievance within ten (10) of his/her working days of the event or knowledge of the event.

13               **B.** Temporary, provisional, term-limited temporary and probationary employees may  
14 not grieve a termination. A regular employee who is promoted but does not successfully complete the  
15 probationary period for that position shall have rights back to his/her former position if it is vacant and  
16 available. If the regular employee's previous position is not vacant and/or available, the employee will  
17 be placed on the recall list.

18               **C. Class Action Grievance:** A class-action grievance is an allegation made by the  
19 Union that the County has not correctly applied the written provisions of the Agreement. Only the  
20 Union representative/designee may file a grievance form at Step 2 on behalf of affected employees.  
21 The Union representative/designee must file the grievance form within fourteen (14) calendar days of  
22 the event or knowledge of the event.

23               **D. Grievance Form:** A grievance will include, but is not limited to, the following  
24 information: date the grievance was filed by the employee, date the grievance is received by the  
25 supervisor/designee, nature of the grievance, when the event occurred, who is affected, identification  
26 of the provisions of the Agreement that apply, and the remedy sought.

27       **13.3 Grievance Steps:**

28               **A. Step 1:**

1. An employee must file a grievance as provided under 13.2.A and C, with his/her supervisor/designee and provide a copy to his/her elected Union area representative/designee.

2. The supervisor will have twenty-one (21) calendar days from receipt of the timely filed written grievance in which to meet with the employee and the elected union area representative or Union president/designee and provide a written response. A copy of the written response will be provided to the meeting attendees, the Union's judicial officer and the employee's division manager.

3. If the written response does not resolve the grievance, the Union representative/designee has twenty-one (21) calendar days in which to submit a written request to the employee's division manager/designee for a Step 2 meeting.

**B. Step 2:**

1. The division manager/designee will have twenty-one (21) calendar days from receipt of the timely written request for a Step 2 meeting in which to meet with the employee and the elected Union area representative and/or Union president/designee and provide a written response. A copy of the written response will be provided to the meeting attendees, the Union's judicial officer and Director of FM/designee.

2. Class action grievances may be filed as provided under Section 13.2.B. The meeting will only be with the Union representative/designee and Union president/designee. A copy of the written response will be provided the meeting attendees, the Union's judicial officer and Director of FM/designee.

3. If the written response does not resolve the grievance, whether such grievance is filed by an employee or is class action, the Union representative/designee has twenty-one (21) calendar days in which to submit a written request for a Step 3 meeting to the Director of FM /designee.

**C. Step 3:**

1. The Director of FM/designee will have twenty-one (21) calendar days from the receipt of the timely written request for a Step 3 meeting in which to meet with the employee (unless it is a class action grievance), Union representative/designee and Union president/designee

1 and provide a written response. A copy of the written response will be provided to the meeting  
2 attendees, the Union's judicial officer and the Director of HRD/designee.

3                   2. If the written response does not resolve the grievance, the Union  
4 representative/designee has thirty (30) calendar days in which to submit a written notification for  
5 arbitration to the Director of HRD/designee.

6                   **13.4 Arbitration:**

7                   A. In the event that arbitration is timely requested, the parties will meet to select an  
8 arbitrator. If they are unable to select an arbitrator, they will request from the Federal Mediation and  
9 Conciliation Service (FMCS) a list of five (5) arbitrators. The Union will have the first opportunity to  
10 strike from the list furnished by FMCS.

11                   B. An arbitrator will have no authority to make a decision or issue a remedy that  
12 changes, alters, detracts from or adds to the Agreement. The arbitrator will only have the authority to  
13 decide whether the County had or had not correctly applied the written provisions of the Agreement  
14 and to award a remedy based on the written provisions of the Agreement.

15                   C. The arbitrator's fee and expenses will be paid equally by the parties. Each party is  
16 responsible for all costs including representation/attorney's fee regardless of the outcome of the  
17 arbitration.

18                   D. No matter may be arbitrated which the County has no authority over and/or has no  
19 authority to change, or has been processed under dispute resolution procedures not provided under the  
20 Agreement.

21                   **13.5 Timelines and Forfeiture:** Timelines may be extended by mutual written agreement.

22                   **13.6 Alternative Dispute Resolutions:**

23                   A. **Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing a  
24 unfair labor practice charge with the PERC, the complaining party will notify the other party, in  
25 writing, meet, and attempt to resolve the matter unless the deadline for filing with the PERC would  
26 otherwise pass or the complaining party is seeking a temporary restraining order as relief.

27                   B. **Mediation:** Either party may request mediation following a Step 3 response that  
28 does not resolve the grievance. Should both parties agree they will meet with a mediator and try to

1 resolve the grievance. In the event that the grievance is not resolved, the Union will have thirty (30)  
2 calendar days from the close of the mediation session in which to submit a written notice for  
3 arbitration to the Director of HRD/designee.

1 **ARTICLE 14: NON-DISCRIMINATION**

2       The County or the Union shall not unlawfully discriminate against any employee with respect  
3 to compensation, terms, conditions or privileges of employment because of race, color, creed, religion,  
4 national origin, age, sex, sexual orientation, marital status, physical, mental or sensory disability.  
5 Employees may process a grievance dealing with unlawful discrimination to Step 3 of the grievance  
6 procedure as described in Article 13. The parties may mutually agree to proceed to the alternative  
7 dispute resolution procedures as described in Article 13. Failing to reach a settlement, employees may  
8 take the issues under this Article to the appropriate agency for adjudication.  
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**ARTICLE 15: WORK SCHEDULE**

**15.1** All newly established regular work schedules (days of work), shifts (hours of work), and vacant positions in the work unit will be posted for at least fourteen (14) consecutive days.

Employees within the specific classification will have the opportunity to bid by seniority order for the work schedule, shift, or vacancy. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using inverse order of seniority.

**15.2** The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects. In the event the employee declines the changed schedule, the least senior employee in the classification will work the changed schedule. Such change will normally require at least two (2) weeks notice to the employee.

**15.3** The County may temporarily adjust an employee's work schedule and/or shift to accommodate unplanned projects, emergency repairs, or temporary changes in the hours of operation of the Youth Services Center and its tenants. Such temporary adjustments shall not exceed four (4) consecutive weeks duration. The County will, when possible, provide at least forty-eight (48) hours advance notice to an employee(s) before implementing a temporary schedule or shift time adjustment. If the notice to the employee(s) is less than forty-eight (48) hours, the first adjusted shift will be paid at the overtime rate of pay. The County will first ask for a qualified volunteer(s). If there is an insufficient number of volunteers, the County will assign an employee(s) by inverse order of seniority.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **16.1 No Work Stoppages:** The County and the Union agree that the public interest requires  
3 efficient and uninterrupted performance of County services and to this end pledge their best efforts to  
4 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily  
6 assigned duties, sick leave absence which is not bona fide, or other interference with County functions  
7 by employees under this Agreement and, should same occur, the Union agrees to take appropriate  
8 steps to end such interference. Any concerted action by employees shall be deemed a work stoppage  
9 if any of the above activities have occurred.

10       **16.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that  
11 any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such  
12 members to immediately cease engaging in such work stoppage and provide the County with a copy of  
13 such order. In addition, if requested by the County, a responsible official of the Union shall publicly  
14 order such employees to cease engaging in such a work stoppage.

15       **16.3 Disciplinary Action:** Any employee who commits any act prohibited in this Article will  
16 be subject to the following action or penalties:

17           A. Discharge.

18           B. Suspension or other disciplinary action as may be applicable to such employee.



1 **ARTICLE 17: TEMPORARY EMPLOYEES**

2       **17.1** The starting times, work schedules and work location for temporary employees shall be  
3 determined by the manager/designee.

4       **17.2** Temporary employees shall not accrue seniority. However, provided there is no break in  
5 service, temporary employees who are subsequently hired as regular employees shall be able to apply  
6 fifty percent (50%) of straight-time hours worked in temporary positions toward the probationary  
7 period required of all new regular employees. Credit for hours worked shall be rounded to the nearest  
8 half month.

9       **17.3** Temporary employees, except term-limited temporary, shall not be eligible to receive  
10 insured benefits or paid leave except if they meet the criteria provided under KCC 3.12.040(C).

11       **17.4 Overtime:** Temporary employees shall be compensated at one and one-half (1-1/2) times  
12 the regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. The  
13 workweek is defined as Sunday through Saturday.

**ARTICLE 18: TIME, SPACE AND PROPERTY**

**18.1 Work Time:** Work time shall not be used for Union business, except as authorized by the manager/designee for those Union officers necessary for the processing of grievances or handling representational responsibilities.

**18.2 Leave Of Absence:** An employee elected or appointed to office in the Union which requires a part or all of his/her time may be given leave of absence without pay upon application and approval of the manager/designee.

**18.3 Facilities:** FM space and facilities may be used by the Union for the purpose of holding meetings subject to the established policies governing the use of facilities.

**18.4 Material:** FM supplies and equipment shall not be used in performing any function related to the activities of the Union.

**18.5** The Union may post on County bulletin boards official Union material providing there is sufficient space beyond what is required by the County for “normal” operations.

**18.6** The Union may use email for jointly communicating information which the County has an interest such as: general meeting announcements and scheduling, labor/management committee communiqués (agendas, minutes, announcements and scheduling), and other like information.

**ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN**

The County will provide medical, dental, life, disability, and vision benefits for regular, probationary, provisional and term-limited temporary employees and their eligible dependents as determined by the Labor-Management Insurance Committee or its successor.

**ARTICLE 20: SAVINGS CLAUSE**

Should any part hereof or any provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement shall remain in full force and effect.

1 **ARTICLE 21: WAGE RATES**

2 **21.1 Pay Ranges:** Pay ranges for each classification is set forth in Addendum A.

3 **21.2 Step Increases:**

4 A. Upon successful completion of a six (6) month probationary period, an employee  
5 shall be advanced to the next step. If the probationary period is for one (1) year, the employee shall be  
6 advanced to the next step upon satisfactory completion of the first six (6) months of employment.

7 B. Annual step increases will be given after the first increase described in Section  
8 21.2.A, if the employee's work performance and work habits are satisfactory, and until such time that  
9 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the  
10 discretion of the manager/designee.

11 **21.3 COLA:** Effective January 1 of each year of the Agreement (2004, 2005, 2006), wage  
12 rates in effect on December 31 of the previous year shall be increased by ninety percent (90%) of the  
13 CPI-W, All Cities Index, September to September; provided, however, that the amount shall not be  
14 less than two percent (2%) nor greater than six percent (6%).

15 **21.4 Biweekly Payroll:** If during the life of this Agreement the Council adopts a biweekly  
16 payroll plan, the parties agree to adopt the plan.

1 **ARTICLE 22: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all  
3 formal requisite means by the Metropolitan King County Council and the King County Executive and  
4 shall be in effect January 1, 2004 through December 31, 2006.

5  
6 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

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10 By \_\_\_\_\_

11 King County Executive  
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16 UNION:  
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19 \_\_\_\_\_  
20 Robert M. Sprague  
21 Washington State Council of County and City Employees, Council 2  
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## ADDENDUM B: ASSIGNMENT OF OVERTIME

### Criteria

Overtime work will be assigned according to the following criteria in order of importance:

1. **Availability:** If an employee wants to be called for overtime work, he/she must sign up on the Overtime Register for each classification.

2. **Ability to perform the task at hand:** The Maintenance Supervisor will decide which employees are qualified and possess the skills and abilities required to perform the overtime work. The time it may take for an employee to arrive at the job may also be considered.

3. **Equalization of Overtime Hours:** Every effort will be made to offer overtime work equally among employees within their classifications who are registered for overtime work.

### Registering for Overtime Work

1. Custodians and Maintenance Constructors who want to work overtime work must register with the Facilities Unit Administrative Secretary who will maintain the Overtime Register.

2. An employee must give his/her name and the telephone number(s) at which he/she can be reached. It is the employee's responsibility to assure that the information in the Overtime Register is current.

3. An employee will be removed from the Overtime Register when any of the following occur:

3.1 An employee requests removal from the Overtime Register by notifying the Administrative Secretary of the Facilities Unit;

3.2 An employee's contact information does not work or it is out-of-date; or

3.3 An employee refuses six overtime assignments in a three-month period.

### Overtime Work Notification Procedure

1. The Maintenance Supervisor will decide when overtime work is required, the appropriate employee classification required, and the skills and abilities necessary to perform the work.

2. Custodians and Maintenance Constructors on the Overtime Register and qualified to do the available work will be called in the following order:

2.1 The Maintenance Supervisor will call the Custodian or Maintenance Constructor as

appropriate, rotating through the list of employees by seniority.

**2.2** The Maintenance Supervisor will continue calling available employees in the required classification until he/she is able to contact an employee available to perform the work. The Maintenance Supervisor may, at his/her discretion, leave messages and permit responses within a designated time period for employees who do not answer their telephones when called.

**2.3** Employees who are not registered on the Overtime Register may be called if there is an insufficient number of registered employees available to perform the overtime work. When such mandatory overtime work is required, the least senior employee in the required classification will be assigned the work.

**3.** The Maintenance Supervisor will keep a record of employees called for overtime work and their responses.

The Joint Labor Management Committee may modify this Addendum by mutual agreement.